



St. Albert HomeShare Program

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

WARNING:

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS.
PLEASE READ CAREFULLY.**

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the St. Albert HomeShare Program (the "Program"), the undersigned acknowledges and agrees to the terms outlined in this document.

Disclaimer:

2. The St. Albert Community Village ("SACV") and their respective directors, officers, committee members, employees, volunteers are not responsible for any injury, personal injury, death, damage, property damage, expense, loss of income, or loss of any kind suffered by the Participant during or as a result of participation in the Program, caused in any manner whatsoever including, but not limited to, the negligence of the SACV.

_____ *I have read and agree to be bound by paragraphs 1 and 2.*

Description and Acknowledgement of Risks:

3. I am participating voluntarily in the Program. In consideration of my participation in the Program, I hereby acknowledge that I am aware of the risks, dangers and uncertainties associated with the nature of the Program, including but not limited to:
 - (a) Loss or damage to my property, including but not limited to my home, vehicles, personal property, or personal belongings;
 - (b) Personal injury, death, and related loss, including loss of income;
 - (c) Becoming exposed to or infected by COVID-19 or any other contagious disease;
 - (d) Financial losses;



- (e) Emotional distress;
- (f) Privacy breaches;
- (g) Physical, sexual or emotional abuse or assault;
- (h) Theft;
- (i) Negligence of others persons;
- (j) Negligence on the part of SACV, including failure on the part of SACV to take reasonable steps to safeguard or protect me from the risks and dangers of participation in the Program.

_____ ***I have read and agree to be bound by paragraph 3.***

Terms

- 4. In consideration of SACV allowing me to participate in the Program, I agree and acknowledge that:
 - (a) SACV cannot guarantee that my application to participate will result in a Homesharing arrangement;
 - (b) SACV does not guarantee the accuracy, reliability, or completeness of any information provided by other applicants, participants, references, or third parties, and SACV has no obligation to verify the statements of applicants or participants;
 - (c) SACV does not make any promises or guarantees that any participant to whom they introduce me will follow through with the obligations agreed upon;
 - (d) SACV does not endorse or advocate for any participant beyond the standard criminal record checks;
 - (e) SACV is not responsible for the conduct of any participant;
 - (f) SACV has not made any expressed or implied guarantees or warranties regarding the suitability of housing arrangements involving any particular individual or residence;
 - (g) SACV has not made any expressed or implied guaranties or warranties regarding the condition of any housing or the success of any housing arrangement;



- (h) SACV may decline or remove me from participation in the Program at its own discretion if it discovers that I made false or misleading statements during the application process or if I direct inappropriate or threatening language or behaviour at other participants or the SACV staff;
- (i) The decision on whether to enter into a HomeShare arrangement is voluntary. The decision is solely left to me and the other participants in the HomeShare arrangement;
- (j) SACV has recommended to me and strongly advised that any HomeShare arrangements should be set forth in a written agreement;
- (k) SACV has provided me with a sample HomeShare Agreement and has recommended that it or a similar written agreement be properly and fully completed and signed before commencement of a HomeShare agreement;
- (l) While the Program participants may personally decide with whom they wish to share housing based on their own preferences, SACV will not make any HomeShare referral based on an individual's race, colour, national origin, ancestry, source of income, age, gender, sexual orientation, family status, marital status, disability, or other protected status.

Release of Liability and Disclaimer:

- 5. In consideration of SACV allowing me to participate in the Program, I agree:
 - (a) That the sole responsibility for my safety remains with me;
 - (b) To ASSUME all risk arising out of, associated with or related to my participation in the Program;
 - (c) That I am not relying on any oral or written statements made by SACV or their respective directors, officers, committee members, employees, or volunteers;
 - (d) To WAIVE any and all claims that I may have now or in the future against SACV;
 - (e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Program;



- (f) To FOREVER RELEASE AND INDEMNIFY SACV and the Program from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of SACV;
- (g) To FOREVER RELEASE and INDEMNIFY SACV and the Program relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to SACV;
- (h) That SACV is not responsible or liable for any loss or damage to my home, vehicle, personal property, personal belongings that may be related to my participation in the Program;
- (i) That negligence includes failure on the part of SACV to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with participation in the Program; and
- (j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction:

- 6. I agree that in the event that I file a lawsuit against SACV and/or the Program, I agree to do so solely in the Province of Alberta, Canada and further agree that the substantive law of Alberta will apply without regard to conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

_____ ***I have read and agree to be bound by paragraphs 4, 5 and 6.***



Acknowledgment:

7. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, or personal representatives. I further acknowledge that by signing this agreement I have waived my right to maintain a lawsuit against SACV or the Program on the basis of any claims from which I have released herein.

_____ Name of Participant (Print)	_____ Name of Witness (Print)
_____ Signature of Participant	_____ Signature of Witness
_____ Date signed (Participant)	_____ Date signed (Witness)